

EXHIBIT C

**NOTICE OF CERTIFICATION OF CLASS, PROPOSED SETTLEMENT,
PRELIMINARY COURT APPROVAL OF SETTLEMENT,
AND HEARING DATE FOR FINAL COURT APPROVAL**

TO: All persons who worked for FKI Security Group, LLC (a.k.a. Fire King International and/or Fire King Security Group) (“Fire King”) in the job position(s) Customer Support Representative or a similar position between July 2, 2012 and through the Present (“Class Period”) and who were paid on a salaried basis and/or who were not paid proper overtime rates for all time worked over 40 hours in individual work weeks and who are listed on Exhibit A to this Stipulation (herein the “Class” or “Settlement Class.”)

Please read this Notice carefully, it may affect your legal rights to overtime wages during your employment with Fire King International, Inc. d/b/a Fire King Security Group (“Fire King”).

If you wish to participate in this settlement and receive a settlement award, you do not need to do anything, except to possibly update your mailing address with Class Counsel to ensure they have a correct mailing address for you.

If you wish to comment in favor of the settlement or object to the settlement, or if you decide not to participate in the settlement, you must follow the directions in this Notice.

If you intend not to participate in the settlement, you must submit a written statement to Class Counsel requesting exclusion from the Class on or before _____, 2016. Your written request for exclusion must contain your name, address, telephone number and the last four numbers of the Social Security Number you used while working for Fire King. If you do not submit a written request for exclusion, you will be bound by the Settlement and its terms.

The United States District Court for the Northern District of Illinois, Eastern Division (the “Court”), authorized this Notice. This is not a solicitation from a lawyer. A proposed settlement (the “Settlement”) has been reached between the parties in the class action brought on behalf of the following individuals (the “class”):

All persons who have been employed by FKI Security Group, LLC (a.k.a. FireKing International and/or FireKing Security Group) or their predecessors, successors or assigns as Customer Service Representatives, or in other similar job positions at any Fire King location and at any time from July 2, 2012 through and

including the present (the “Class Period”), and who were not paid wages for overtime worked over and above their set regular salaries and/or who have not been paid proper overtime rates of pay for all time worked over 40 hours in individual work weeks and who are listed on Exhibit A to this Stipulation (herein the “Class” or “Settlement Class”).

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of Settlement only. You have received this Notice because Fire King’s records indicate that you are a member of the Class.

This Notice is designed to inform you of how you can comment in favor of the Settlement, object to the Settlement, or elect not to participate in the Settlement. Unless you elect not to participate in the Settlement, if finally approved by the Court, the Settlement will be binding upon you, even if you object to the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

PARTICIPATE

If you want to participate in the Settlement and receive a portion of the Settlement money, you do not need to do anything. In exchange for participating, you will release the claims resolved by this Settlement.

EXCLUDE YOURSELF

If you do not want to participate in the Settlement you *must* submit a written statement to Class Counsel requesting to exclude yourself from the Settlement. The request must include your name, address, telephone number and the last four numbers of your Social Security Number you used while working for Fire King.

OBJECT

You may file an objection with the Clerk of Court if you wish to challenge the Settlement. A copy of your objection must also be delivered to Class Counsel.

ATTEND FAIRNESS HEARING You may ask to speak in court about the fairness of the Settlement. You must submit a written request to appear in Court to the Clerk of the Court. A copy of your request must also be delivered to Class Counsel.

I. BACKGROUND OF THE CASE

On July 2, 2015, Named Plaintiff Susan Schlink filed this Action in the United States District Court for the Northern District of Illinois, Eastern Division, on behalf of herself and others similarly situated, alleging that Defendants violated the Illinois Minimum Wage Law ("IMWL") and federal Fair Labor Standards Act ("FLSA") by (1) classifying salaried Fire King Customer Service Representatives and similar positions as "exempt" and by not paying them overtime wages and (2) after January 1, 2015 and after re-classifying Customer Service Representatives and similar positions as Non-Exempt employees, failing to properly pay overtime by failing to add earned commissions to the regular rate of pay upon which Class Members' overtime wages were based and as required by the FLSA and IMWL. On November 6, 2015, the Parties sent out an Agreed Notice of the collective action and pursuant to section 216(b) of the FLSA.

After litigation and good faith negotiations, in which both sides recognized the substantial risk of an adverse result in the Action, Named Plaintiff Susan Schlink and Fire King agreed to settle the Action pursuant to the terms and conditions of the Settlement.

Named Plaintiff Susan Schlink and Fire King, and their respective counsel, have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is

fair, reasonable, and adequate, and is in the best interests of the members of the Class.

As a member of the Class, you will participate in the Settlement and share in the proceeds to be paid under the Settlement unless you elected to exclude yourself as a Class Member.

II. SUMMARY OF THE SETTLEMENT

The Settlement provides the following:

A. Who Is Included in the Settlement?

You are included in the Settlement if you meet all of the conditions set forth in the beginning of this Notice (see “Class” definition).

B. What Will I Receive from the Settlement?

Fire King has agreed to pay \$136,000.00 (hereinafter the “Settlement Fund”) to settle this Action. The Settlement Fund shall be allocated as follows: (a) payment for overtime wages and interest to Class Members who do not exclude themselves from the Settlement (hereinafter referred to as “Overtime Awards Fund”); (b) no more than \$10,000 to the Named Plaintiff as a Class Representative Enhancement Award (as explained in Paragraph II.I below); (c) no more than \$40,000 of the Settlement Fund for Class Counsel’s attorneys fees and costs (as explained in Paragraph II.J below).

The Overtime Awards Fund shall equal the Settlement Fund minus attorneys’ fees and costs, and the Class Representative Enhancement Award.

Fire King separately will pay the employer’s share of all applicable federal and state taxes on the back overtime wages paid to all Class Members and is responsible for administering the settlement.

C. When Will I Get Paid?

The awards described above will be paid after final Court approval of the Settlement and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement.

D. How Was My Individual Settlement Award Calculated?

The following information was used to determine your share of the Settlement Fund: (i) the weeks you worked as a salaried Customer Service Representative or similar position between July 2, 2012 and December 31, 2015, (ii) your annual salary, (iii) the number of hours over 40 you worked in each workweek between January 1, 2015 and the present, and (iv) the number of commissions earned each week in which you worked in excess of 40 hours.

For each week you were employed by Fire King as a salaried Customer Service Representative or in a similar position between July 2, 2012 and December 31, 2014, your regular rate of pay was computed by dividing your annual salary by 52 weeks to determine your weekly salary. Weekly salary was divided by 40 hours to determine your regular rate of pay. Your overtime rate was computed by multiplying your regular rate of pay by one-half, based on the "fluctuating workweek" method proscribed in *Unnikis-Negro v. Am. Family Prop. Servs.*, 616 F.3d 665 (7th Cir. 2010). Your overtime wages were computed by multiplying your overtime rate of pay by 1.88 hours per each full week worked.

For each week you were employed by Fire King as a salaried Customer Service Representative or in a similar position between January 1, 2015 and the present, your corrected overtime rate was computed to include your commissions earnings by dividing your earned commissions for each work week in which you worked overtime by the total number of hours

worked in that week. That rate was divided in half, then multiplied by the overtime hours worked to find the overtime owed for that week. *See* 29 C.F.R. 778.209(a).

If you opted in to this case during the FLSA Notice Period, you will also be entitled to an additional amount equal to your overtime award for each full work week that you worked during the class period. Whether or not you opted in to this case, you are entitled to an additional 2% per month penalty as interest on your unpaid wages and pursuant to the IMWL. That penalty amount has been reduced by 25% to account for the risks of litigation.

If the Overtime Awards Fund is different than the estimated amount of \$86,000.00, then you will be entitled to your ratable share of the Settlement Fund. Your ratable share will be determined by dividing the sum of your overtime wages and interest awards by the total of all Class Members' overtime wages and interest awards. That percentage will be used to calculate your total share of the Settlement Fund.

E. How Do I Participate in the Settlement?

In order to participate in the Settlement and receive a portion of the Settlement Fund, you do not need to do anything. If the Court grants Final Approval of the Settlement, Class Counsel will mail you your Settlement Award. See page 8 of this Notice for instructions on updating your mailing address.

F. How Do I Not Participate?

You will be included in the Settlement unless you elected not to participate. In order to elect not to participate, you *must* submit a written statement to Class Counsel requesting to exclude yourself from the Settlement. The request must include your name, address, telephone number and last four digits of the Social Security Number you used while working for Fire King.

The written request for exclusion must be postmarked no later than _____, 2016.

G. Who Is Administering the Settlement?

Defendant will be administering the distribution of notices and awards to Class Members.

Class Counsel can be reached at:

Robin Potter & Associates, P.C.
111 E. Wacker Drive, Suite 2600
Chicago, IL 60601
phone: (312) 861-1800
fax: (312) 861-3009
firekingclassaction@potterlaw.org

H. What Claims Are Being Released?

The Settlement includes a release of claims based on Fire King's alleged failure to pay proper overtime wages under the Illinois Minimum Wage Law arising during the period of time Class Members worked in the position(s) of salaried Customer Service Representatives and/or a similar position between July 2, 2012 and through August 31, 2016 and/or who were not paid the proper overtime rate for hours worked in excess of 40 hours per workweek. All persons who cash Settlement Checks shall also release claims for owed overtime pay under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §201 *et seq.*, arising during the Class Period and through August 31, 2016 against the Released Parties for the period of time they were paid a salary and worked in the job position of Customer Service Representative or a similar position and/or were not paid the proper overtime rate for hours worked in excess of 40 hours per week.

I. Class Representative and Enhancement Award:

In addition to her share as a participating Class Member, Named Plaintiff and Class Representative Susan Schlink shall receive a payment of up to \$10,000 to be paid for her time and effort spent, among other things, conferring with Class Counsel, filing and pursuing the

Action, attending the mediation session, and in recovering wages on behalf of all Class Members. The incentive award shall be paid to the Class Representative from the Settlement Fund.

J. Attorneys' Fees and Costs.

Class Counsel identified below will seek approval from the Court for a payment of attorneys' fees and costs in the amount of no more than \$40,000, which if approved by the Court will be paid by Fire King out of the \$136,000.00 Settlement Fund. Class Counsel believes the amount for costs and attorneys' fees requested is fair and reasonable, and Fire King will not oppose Class Counsel's request for that amount.

K. Costs of Administration:

Defendant will administer the Settlement. All costs of administration will be paid separately and in addition to the Settlement Fund that has been approved.

L. Updating Your Address:

If your name and/or current address is not correctly stated on your summary notice or if you move, you must inform Class Counsel. You can mail your change of address to Class Counsel, or call, at the following address:

Robin Potter & Associates, P.C.
111 E. Wacker Drive, Suite 2600
Chicago, IL 60601
phone: (312) 861-1800
fax: (312) 861-3009
firekingclassaction@potterlaw.org

III. PLAINTIFFS' AND CLASS COUNSEL'S SUPPORT OF THE SETTLEMENT

The Class Representative and Class Counsel support the Settlement. Class Members will receive their ratable share of the Overtime Awards Fund based on the number of weeks they worked for Fire King as salaried Customer Service Representatives and/or were paid an improper overtime rate during the class period and based on their annual salary and/or earned commissions. Class Counsel believe this to be a good result for the Class, especially in light of the risk of denial of class certification, the risk of a trial on the merits, and the inherent delays and uncertainties associated with litigation. Based on Class Counsel's experience litigating similar cases, Class Counsel believes that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believes that the Settlement is fair, reasonable and adequate.

IV. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER:

As a class member, you can participate in the Settlement or request exclusion from the Settlement. If you choose to participate in the Settlement, you can also tell the Court what you do and do not like about the Settlement.

A. Participating in the Settlement.

The Class Representative and Class Counsel represent your interests as a Class Member. Unless you elect not to participate in the Settlement, you are a part of the Class and you will be bound by the terms of the Settlement and an final judgment that may be entered by the Court. You will also be deemed to have released the claims against Fire King as outlined above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses, other than what is stated above, unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and costs. By participating in the Settlement, you will have been deemed to have given the Defendant and Class Counsel permission to utilize your Social Security Number to facilitate distribution of the Overtime Settlement Award and IRS forms associated with the distribution of the Overtime Settlement Award.

B. Commenting in Favor of the Settlement.

If you wish, you may comment in favor of the Settlement in writing and/or by appearing in person at the final approval hearing, which will be held on _____, 2016. To do so, you must submit a written notice of your comments and/or intent to appear and comment in favor of the Settlement at the final approval hearing no later than _____, 2016.

Your notice must include the Case Name (*Schlink, et al. v. Fire King, International, Inc.*) and Case Number (15cv5894) and should also include your full name, address, telephone number and the last four digits of the Social Security Number you used while working for Fire King.

Send your comments to:

Clerk of Court
United States Courthouse
219 S. Dearborn Street, Room 802
Chicago, IL 60604

Also send copies of your notice to:

Robin Potter & Associates, P.C.
111 E. Wacker Drive, Suite 2600
Chicago, IL 60601
phone: (312) 861-1800
fax: (312) 861-3009
firekingclassaction@potterlaw.org

DO NOT TELEPHONE THE COURT, FIRE KING OR FIRE KING'S COUNSEL.

(See Section VI. on Getting More Information, below.)

C. The Difference Between Objecting and Excluding:

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you will not receive any Settlement payment and will have no basis to object because the case no longer affects you.

D. Objecting to the Settlement.

You may tell the Court that you do not like the Settlement or some aspect of the Settlement before final approval, either by filing a written objection or filing a notice of your intent to appear and object at the final approval hearing. However, if the Court rejects your objection you will still be bound by the terms of the Settlement. To object, you must submit a written notice of objection and/or intent to appear and object at the final approval hearing to the Court and Plaintiffs' Counsel. **Your notice must include the Case Name (*Schlink, et al. v.***

***Fire King, International, Inc.*) and Case Number (15cv5894) and should also include your full name, address, telephone number and the last four digits of the Social Security**

Number you used while working for Fire King. Send your comments to:

Clerk of Court
United States Courthouse
219 S. Dearborn Street, Room 802
Chicago, IL 60604

Also send copies of your notice to:

Robin Potter & Associates, P.C.
111 E. Wacker Drive, Suite 2600
Chicago, IL 60601
phone: (312) 861-1800
fax: (312) 861-3009
firekingclassaction@potterlaw.org

DO NOT TELEPHONE THE COURT, FIRE KING OR FIRE KING'S COUNSEL.

(See Section VI. on Getting More Information, below.)

Any written objection and/or notice of your intent to appear at the hearing must state each specific reason in support of your objection and any legal support for each objection. To be valid and effective, any written objections and/or notices of intent to appear at the hearing must be postmarked no later than _____, 2016. A Class Member who fails to file and serve a written statement of objection in the manner described above and by the specified deadline will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

E. Excluding Yourself from the Settlement.

If you want to keep the right to sue or continue to sue Fire King on your own about the legal issues in this case, then you must take steps to get out of the Class. If you exclude

yourself from the Class, you will not participate in the Settlement. In order to elect not to participate, you must send a written request for exclusion to Class Counsel by

_____, 2016. Class Counsel can be reached at:

Robin Potter & Associates, P.C.
111 E. Wacker, Suite 2600
Chicago, IL 60601
phone: (312) 861-1800
fax: (312) 861-3009
firekingclassaction@potterlaw.org

Your request for exclusion must include the Case Name (*Schlink, et al. v. Fire King International, Inc.*) and Case Number (15cv5894) and should also include your full name, address, telephone number and the last four digits of the Social Security Number you used while working for Fire King A Class Member who fails to send a written request for exclusion by _____, 2016 will be bound by all terms and conditions of the Settlement approved by the Court, regardless of whether he or she has objected to the Settlement.

Any person who properly submits a request for exclusion will no longer be a member of the class and will not receive any portion of the Settlement. Any such person, at his or her own expense, may pursue any claims he or she may have against Fire King, or its respective affiliates, predecessors, or acquired companies.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on _____, 2016 in Courtroom 1843, Everett McKinley Dirksen United States Courthouse, 219 S. Dearborn St., Chicago, Illinois 60604 to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve Class Counsel's request for

costs and attorneys' fees and the enhancement payments made to the Class Representatives and opt-in Plaintiffs.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at the hearing. If you have given notice of your comments in favor of the Settlement, or your objection to the Settlement, you may appear at the hearing at your option so long as you have mailed a notice of intent to appear postmarked on or before _____, 2016 to the Clerk of Court and to Class Counsel. See p. 10-11 of this Notice for the addresses.**

VI. GETTING MORE INFORMATION

The above is a summary of the terms of the Settlement. If you wish, you can review the complete Settlement Agreement, which will be on file with the Clerk of Court, Everett McKinley Dirksen United States Courthouse, 219 S. Dearborn Street, Chicago, Illinois 60604. You may also contact Class Counsel at Robin Potter & Associates, P.C., 111 E. Wacker Street, Suite 2600, Chicago, Illinois 60601 by mail or by telephone, 312-861-1800. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at any time during regular business hours, or you may contact class counsel. **PLEASE DO NOT TELEPHONE THE COURT OR FIRE KING'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.**